

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

Candie Dubose,

Plaintiff,

VS.

Standard Insurance Company, a foreign corporation,

Defendant.

Case No.:

COMPLAINT FOR WRONGFUL DENIAL OF INSURANCE BENEFITS

TO THE DEFENDANT:

Plaintiff, for her Complaint against Defendant, states and alleges:

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 29
§ 1132(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 (“ERISA”)
his claim for disability benefits under a plan governed by ERISA, 29 U.S.C. § 1001 *et seq.*

2. Venue is proper in this district pursuant to 29 U.S.C. § 1132 (e)(2)¹, because Standard Insurance Company may be found in this district. In particular, Standard Insurance Company is registered as a corporation with the State of Washington, conducts ongoing business with Washington residents, employs Washington residents, has extensive contacts within

¹ 29 U.S.C. § 1132 (e)(2) states “Where an action under this subchapter is brought in a district court of the United States, it may be brought in the district … where a defendant resides or may be found...”

1 Washington, and accordingly is found within Washington.

2 3. Venue is also proper in this district pursuant to 28 U.S.C. § 1391, as Plaintiff is a
3 resident of Bothell, Washington, and a substantial part of the events or omissions giving rise to
4 Plaintiff's claims occurred in this district.

5 4. On information and belief, Defendant Standard Insurance Company is the
6 employee benefit plan ("Plan") that Esterline Technologies Corporation created and maintains to
7 provide its employees with income protection should they become disabled. On information and
8 belief, Defendant Standard Insurance Company is a corporation organized and existing under the
9 laws of the State of Oregon, and is the insurer and claims administrator for the Plan.

10 5. Plaintiff is a resident of Bothell, Washington, was an employee of Esterline
11 Technologies Corporation, and a participant in the Plan.

12 6. As set forth in 29 U.S.C. § 1133 of the ERISA statute, the Plan provides a
13 mechanism for administrative appeals of benefit denials. Plaintiff has exhausted all such appeals.

14 7. On information and belief, Plaintiff was covered at all relevant times under group
15 disability policy number 641788-H, which was issued by Standard Insurance Company to
16 Esterline Technologies Corporation to insure the participants of the Plan.

17 8. On information and belief, Standard Insurance Company both funds the Plan and
18 decides whether participants will receive benefits under the Plan. Accordingly, Standard
19 Insurance Company has a conflict of interest, which must be considered when determining
20 whether its denial of Plaintiff's benefits was proper.

21 9. Standard Insurance Company's interest in protecting its own assets influenced its
22 decision to deny Plaintiff's application for disability benefits.

23 10. The Plan is an ERISA welfare benefit plan.

1 11. Under the Plan, a participant who meets the definition of “disabled” is entitled to
2 disability benefits paid out of the Plan assets.

3 12. Plaintiff became disabled under the terms of the Plan’s policy on or about June 2,
4 2018, and she continues to be disabled as defined by the Plan. Accordingly, Plaintiff is entitled
5 to benefits under the terms of the Plan.

6 13. Plaintiff submitted a timely claim to Standard Insurance Company for disability
7 benefits.

8 14. Plaintiff’s claim was set to transition to long-term disability on August 31, 2018.
9 However, Standard Insurance Company denied Plaintiff’s claim in a letter dated April 4, 2019.
10 Plaintiff appealed Standard Insurance Company’s decision, but Standard Insurance Company
11 denied Plaintiff’s appeal on December 10, 2019.

12 15. Plaintiff provided Standard Insurance Company with substantial medical
13 evidence demonstrating she was eligible for disability benefits.

14 16. Standard Insurance Company’s decision to deny disability benefits was
15 unreasonable, irrational, wrongful, contrary to the terms of the Plan, contrary to the evidence and
16 contrary to law, as demonstrated by the following non-exhaustive examples:

17 a. Standard Insurance Company failed to have Plaintiff independently
18 examined, and instead relied on the opinion of a medical professional who merely
19 reviewed Plaintiff’s medical records, ignored the Plaintiff’s symptoms, and rejected the
20 opinion of Plaintiff’s treating physician;

21 b. Standard Insurance Company relied on the opinions of medical
22 professionals who were financially biased by their relationship with Standard Insurance
23 Company and were unable to offer unbiased opinions;

1 c. Standard Insurance Company relied on the opinion of a medical
2 professional that was not supported by substantial evidence in the claim file, and was
3 inconsistent with the overall evidence in the record;

4 d. Standard Insurance Company ignored obvious medical evidence and took
5 selective evidence out of context as a means to deny Plaintiff's claim;

6 e. Standard Insurance Company ignored and/or misrepresented the opinions
7 of Plaintiff's treating physician.

8 17. Standard Insurance Company abused its discretion in denying Plaintiff's claim.

9 18. The decision to deny benefits was wrong under the terms of the Plan.

10 19. The decision to deny benefits was not supported by substantial evidence in the
11 record.

12 20. Standard Insurance Company's failure to provide benefits due under the Plan
13 constitutes a breach of the Plan.

14 21. Standard Insurance Company's failure to provide Plaintiff with disability benefits
15 has caused Plaintiff to be deprived of those benefits from August 31, 2018 to the present. Plaintiff
16 will continue to be deprived of those benefits, and accordingly will continue to suffer future
17 damages in an amount to be determined.

18 22. Standard Insurance Company's denial of benefits under the Plan has caused
19 Plaintiff to incur attorneys' fees and costs to pursue this action. Pursuant to 29 U.S.C. §
20 1132(g)(1), Defendants should pay these costs and fees.

21 23. A dispute now exists between the parties over whether Plaintiff meets the
22 definition of "disabled" under the terms of the Plan. Plaintiff requests that the Court declare she
23 fulfills the Plan's definition of "disabled," and is accordingly entitled to all benefits available

1 under the Plan. Plaintiff further requests reimbursement of all expenses and premiums she paid
2 for benefits under the Plan from the time of denial of benefits to the present. In the alternative of
3 the aforementioned relief, Plaintiff requests that the Court remand and instruct Standard
4 Insurance Company to adjudicate Plaintiff's claim in a manner consistent with the terms of the
5 Plan.

6 24. Pursuant to WAC 284-96-012, *Orzechowski v. Boeing Co. Non Union Long-Term*
7 *Disability Plan*, No. 14-55919, 2017 WL 1947883, 856 F.3d 686 (9th Cir. May 11, 2017), and
8 *Treves v. Union Sec. Ins. Co. LLC*, 2014 WL 325149 (W.D. Wash. 2014), Standard Insurance
9 Company's denial of Plaintiff's claim for long-term disability benefits is subject to de novo
10 review by this Court.

11 WHEREFORE, Plaintiff respectfully requests the following relief against Defendant:

- 12 1. A finding in favor of Plaintiff against Defendant;
- 13 2. Pursuant to 29 U.S.C. § 1132(a)(1)(B), damages in the amount equal to the
disability income benefits to which Plaintiff is entitled through the date of judgment;
- 15 3. Prejudgment and postjudgment interest, calculated from each payment's original
due date through the date of actual payment;
- 17 4. Any Plan benefits beyond disability benefits that Plaintiff is entitled to while
receiving disability benefits;
- 19 5. Reimbursement of all expenses and premiums Plaintiff paid for benefits under the
Plan from the time of denial of benefits to the present.
- 21 6. A declaration that Plaintiff is entitled to ongoing benefits under the Plan so as long
as Plaintiff remains disabled under the terms of the Plan;
- 23 7. Reasonable costs and attorneys' fees incurred in this action;

1 8. Any other legal or equitable relief the Court deems appropriate.

2 Dated this 4th day of September 2020.

3 NELSON LANGER ENGLE, PLLC

FIELDS LAW

4 /s/ Aaron I. Engle

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